

REMARKS

Claims 33-71 are now pending in this application. Claims 33, 44-46, 48, 51-53, 55, and 57-61 are independent. Claims 33-71 have been added, and claims 1-32 have been canceled by this Amendment.

Newly-presented claims 33-57 generally correspond to canceled claims 1-32, but are drafted as new claims to reduce the potential for confusion and in a manner that merely corrects potential informalities so as to further clarify the recitations. Newly-presented claims 58-71 have been drafted to further define that which Applicant is entitled to claim using alternative claim language. No new matter is involved with any new claim, as support may be found throughout the originally-filed disclosure and claims.

Administrative Matter – Acknowledgement of Power of Attorney

Filed concurrently herewith is a copy of the previously filed Declaration/Power of Attorney for this National Stage Application. In that Declaration, a Power of Attorney was granted to all practitioners associated with USPTO Customer No. 00909. However, a review of Private PAIR indicates that only one attorney has been granted the Power of Attorney, while the correspondence address is correctly associated with Customer No. 00909.

Please correct the Power of Attorney in this application to reflect all practitioners associated with Customer No. 00909.

Anticipation Rejection by McGowan

Withdrawal of the rejection of claims 21, 22, 24, 29, 30 and 31 under 35 U.S.C. §102(e) as allegedly being anticipated by McGowan et al. (US 6,628,954) ("McGowan") is requested. These claims have been canceled, thus rendering their rejection moot.

Anticipation Rejection by Hanson

Withdrawal of the rejection of claims 1, 13, 18, 19, 25, 26, 27, and 32 under 35 U.S.C. §102(e) as allegedly being anticipated by Hanson (US 6,208,851) is requested. These claims have been canceled, thus rendering their rejection moot.

Unpatentability Rejection over McGowan and Hanson

Withdrawal of the rejection of claims 1, 4-10, 13, 14, 17-20, 25-28 and 32 under 35 U.S.C. §103(a) as allegedly being unpatentable over McGowan in view of Hanson is requested. These claims have been canceled, thus rendering their rejection moot.

Unpatentability Rejection over McGowan and Hanson in view of Sjödin

Withdrawal of the rejection of claim 3 under 35 U.S.C. §103(a) as allegedly being unpatentable over McGowan and Hanson in view of Sjödin (US 6,097,948) is requested. This claim has been canceled, thus rendering its rejection moot.

Unpatentability Rejection over McGowan and Hanson in view of Hartmaier

Withdrawal of the rejection of claims 11 and 12 under 35 U.S.C. §103(a) as allegedly being unpatentable over McGowan and Hanson in view of Hartmaier et al. (US 6,393,269) ("Hartmaier") is requested. These claims have been canceled, thus rendering their rejection moot.

Unpatentability Rejection over McGowan and Hanson in view of Hartmaier

Withdrawal of the rejection of claims 15 and 16 under 35 U.S.C. §103(a) as allegedly being unpatentable over McGowan and Hanson in view of Hartmaier is requested. These claims have been canceled, thus rendering their rejection moot.

New Claims

Newly-presented claims 33-71 have been drafted to ensure better form, and to clarify the recitations.

Discussion of Applicant's Disclosure

By way of background, one or more embodiments and aspects of Applicant's disclosure are directed to a method, system, and network node to determine services accessible via a subscription in a communication system. In order to provide access to certain services, even when the subscription having an account with a predetermined limit cannot be used for services to be charged from the subscription, at least two sets of services are defined for the subscription. One set of services is used when the predetermined limit is not reached, and the other is used when the predetermined limit has been reached. In one embodiment, the latter set of services comprises services free of charge. Access point names (APN) may be used to identify available services. In one or more embodiments, the subscription balance is checked before the APN is checked, and the outcome of the balance check is used to select the APN.

Discussion of the Previously-Applied Art and its Deficiencies

McGowan

According to its Abstract, McGowan is purportedly directed to a system, method, and program for controlling access to data services by a subscriber unit in a wireless network in which the method and system for accessing wireless data services in which messaging is reduced, and roaming subscribers are enabled to access data services. McGowan's wireless communication system purportedly includes at least a service control point and a gateway system (e.g., a Gateway Generalized Packet Radio Service Serving Node (GGSN)) that is coupled to a data network. To obtain access to data services, a wireless subscriber unit establishes communication with a gateway system and requests data services from the gateway system. In response to the request, the gateway system queries the service control point regarding authorized data services for the subscriber unit. If the gateway system receives a negative reply from the service control point, then the gateway system denies access to the data services by the subscriber Unit. However, if the gateway system receives a positive reply from the service control point, then the gateway system enables access to the data services by the subscriber unit.

In McGowan's preferred embodiment, the gateway system tracks the requested data services utilizing pre-defined resource units. In one embodiment, the gateway system tracks

service utilization by periodically querying and receiving a reply from the service control point after each pre-defined resource unit has been utilized. In this embodiment, the service control point updates an account balance of remaining resource units in response to receiving the queries and informs the gateway system when data access should be denied.

McGowan fails to disclose, teach, or suggest to modify the stored access point name ("APN") for connection of the subscription. Further, McGowan is deficient in providing any suggestion that, after modifying the stored APN, services would be provided using the modified APN. McGowan teaches that an APN is selected first, and after that the balance is checked if the APN relates to prepaid services. This is contrary to Applicant's disclosed and variously claimed approach in which the balance is checked before the APN is selected, and the outcome of the checking is used to select the APN.

With respect to the Examiner's suggestion that another APN can be selected if there is no balance, this would lead to an inappropriate solution in which the user would receive information that the requested prepaid services are not available, and no connection is made. After that, the user may try another service for which a connection may be established. Therefore, such a modified solution would still not teach or suggest comparing the balance and, after that, selecting from at least two APN's to be used for the connection in response to a comparison.

McGowan teaches that access to the prepaid services may be provided using a pre-paid APN. McGowan is completely silent on modifying APNs, and thus fails to disclose modifying the stored first access point name with the received access point name and provide access only to services included in the indicated certain set of services using the second access point name, as variously claimed in newly-presented claims 48 and 55 (similar to canceled claims 21 and 29). Thus, claims 48-50 and 55-60 are novel and non-obvious in view of McGowan.

Hanson

With respect to claims 33, 44-46, 51, 52, and 57 (similar to canceled claims 1, 13, 18, 19, 25-27, and 32), the Examiner asserts that the switch and the customer service would correspond with access point names. Hanson teaches that the switch and the customer service are physical network nodes. As can be seen in Figures 1 and 3, the switch connects directly to transmission

towers, and the customer service is a desktop computer. Therefore, the switch and customer service fail to correspond with access point names. Furthermore, the customer service is a call termination point, not an access point. Consequently Hanson is completely silent on access point names and using, in the communication system, access point names to define where and how to connect the user of the subscription.

Hanson teaches that the call is disconnected if the available call duration based on the amount of funds in the customer's account is zero. Thus, Hanson fails to teach or disclose selection of access point names on the basis of the account balance. Therefore, Hanson fails to disclose selecting, in response to the result of the comparison, an access point name to be used with this connection wherein the first access point name is selected when the balance of the account does not reach the first limit and the second access point name is selected when the balance reaches the first limit.

As Hanson is completely silent on access point names and selecting them, claims 33, 44-46, 51, 52, and 57 are novel and non-obvious in view of McGowan.

McGowan in Combination with Hanson

Regarding the suggestion that McGowan in view of Hanson would disclose the invention as previously claimed in canceled claims 1, 4-10, 13, 14, 17-20, 26-28, and 32, now claims 33, 35-41, 44-47, 52-54, and 57. Applicant submits that there would have been no motivation for a person skilled in the art to combine the teachings of McGowan and Hanson, because Hanson discloses how to update account balance during a call.

Even assuming, *arguendo*, that a person skilled in the art would have been motivated to combine McGowan with Hanson, the claimed solution would not have been achieved, instead a solution would be had in which, in response to a prepaid user, the telecommunication service is provided in a similar way regardless of the account balance until the balance is zero, and when the balance is zero, no service would be provided.

The Examiner admits in the office action that McGowan fails to disclose selecting the second access point name when the balance reaches the first limit. In addition McGowan fails to

disclose **selecting, in response to tile result of the comparison, an access point name to be used with this connection.** McGowan teaches that an APN is selected first and, after that, the balance is checked if the selected APN relates to prepaid services. *This is contrary to the variously claimed invention in which the balance checking is performed before the APN is selected and the outcome of the checking is used to select the APN.*

Regarding the suggestion that Hanson would disclose *selecting the second access point name when the balance reaches the first limit*, Applicant respectfully disagrees. As explained above, *Hanson fails to disclose any access point names, and any feature relating thereto.*

Accordingly, in light of the above distinctions, consideration and allowance of newly-presented claims 33-71 are respectfully requested.

Conclusion

All rejections having been addressed, Applicant submits that each of pending claims 33-71 in the present application is in immediate condition for allowance. An early indication of the same would be appreciated.

In the event the Examiner believes that an interview would be helpful in resolving any outstanding issues in this case, the Undersigned Attorney is available at the telephone number indicated below.

For any fees that are due, including fees for extensions of time and excess claims, please charge Deposit Account Number 03-3975 from which the Undersigned Attorney is authorized to draw. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Date: September 16, 2008

Respectfully submitted,

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10/089,405--HAUMONT

Attorney Docket: 060258-0290791

Amendment in Response to Non-Final OA mailed April 16, 2008

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Attachment: Petition for 2-month Extension of Time
 Original Power of Attorney